

<i>SERFF Tracking Number:</i>	<i>PRUD-126808077</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pruco Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46764</i>
<i>Company Tracking Number:</i>	<i>HD NAME CHANGE</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>HD Name Change</i>		
<i>Project Name/Number:</i>	<i>HD Name Change/HD Name Change</i>		

Filing at a Glance

Company: Pruco Life Insurance Company

Product Name: HD Name Change

SERFF Tr Num: PRUD-126808077 State: Arkansas

TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable

SERFF Status: Closed-Approved-Closed
State Tr Num: 46764

Sub-TOI: A02.11.002 Flexible Premium

Co Tr Num: HD NAME CHANGE State Status: Approved-Closed
Reviewer(s): Linda Bird

Filing Type: Form

Authors: John Witteman, Anthony

Pereira, Carolyn Cargnel, Pamela

Bonaparte-Golding, Corey

Geissman, Starr Merritt, Mila Shafir

Date Submitted: 09/10/2010

Disposition Date: 09/14/2010
Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: HD Name Change

Project Number: HD Name Change

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: The enclosed forms have not been filed with our Domicile state, Arizona as they are exempt pursuant to Arizona Revised statutes, Section 20-1110.F and the Exemptive Order dated October 22, 2003.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/14/2010

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 09/14/2010

Deemer Date:

Created By: Pamela Bonaparte-Golding

Submitted By: Pamela Bonaparte-Golding

Corresponding Filing Tracking Number:

SERFF Tracking Number: PRUD-126808077 State: Arkansas
Filing Company: Pruco Life Insurance Company State Tracking Number: 46764
Company Tracking Number: HD NAME CHANGE
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable
Product Name: HD Name Change
Project Name/Number: HD Name Change/HD Name Change

Filing Description:
VIA SERFF

September 9, 2010

Honorable Jay Bradford, Insurance Commissioner
Life and Health Division
Arkansas Insurance Department
200 West Third Street
Little Rock, AR 72201

Attn Claudia Meeks, Rates and Form Filings

Re: Pruco Life Insurance Company ("Pruco Life," "we," "us")
NAIC No.: 304- 79227 FEIN No.: 22-1944557

Forms submitted for Approval:
P-RID-HD(1/11): Highest Daily Lifetime Income Benefit Rider
P-SCH-HD(1/11): Highest Daily Lifetime Income Benefit Schedule Supplement

Dear Ms. Meeks:

Prudential respectfully submits for your review and approval revised Rider P-RID-HD(1/11) and Schedule Page P-SCH-HD(1/11) to be used for new business purposes. The submitted forms are substantially similar to forms P-RID-HD6(2/10) and P-SCH-HD6(2/10) approved by your Department on November 3, 2009, State Tracking Number File No. 43887, SERFF Tracking Number PRUD-126355908.

We have changed the form number in the lower left corner and revised the name of the Rider and Schedule Page as follows:

Current Name
Highest Daily Lifetime 6 Plus Benefit Rider
Highest Daily Lifetime 6 Plus Benefit Schedule Supplement

New Name
Highest Daily Lifetime Income Benefit Rider
Highest Daily Lifetime Income Benefit Schedule Supplement

<i>SERFF Tracking Number:</i>	<i>PRUD-126808077</i>	<i>State:</i>	<i>Arkansas</i>
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We confirm that there is no other revision to the Rider and Schedule as each was originally filed and approved by your Department. We are including redlined copies the Rider and Schedule Page to illustrate the changes that were made. We continue to reserve the right to make any changes to bracketed text as described in the Statement of Variability as was originally filed and approved by your Department.

Please contact the undersigned if you have any questions or require any additional information.

Very truly yours,

Pamela Bonaparte-Golding
 Contract Specialist
 Tel: (203) 944 - 7544
 E-mail: Pamela.Bonaparte-Golding@Prudential.com
 Fax: (203) 944-7737

Company and Contact

Filing Contact Information

Anthony Pereira, Senior Compliance Analyst	Anthony.Pereira@Prudential.com
One Corporate Drive	800-628-6039 [Phone] 57146 [Ext]
P.O. Box 883	203-944-7510 [FAX]
Shelton, CT 06484	

Filing Company Information

Pruco Life Insurance Company	CoCode: 79227	State of Domicile: Arizona
751 Broad Street	Group Code: 304	Company Type: Life
Newark, NJ 07102-3777	Group Name:	State ID Number:
(973) 802-6000 ext. [Phone]	FEIN Number: 22-1944557	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$100.00
Retaliatory?	No
Fee Explanation:	\$50 per form X 2 = \$100

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pruco Life Insurance Company	\$100.00	09/10/2010	39426412

SERFF Tracking Number:	PRUD-126808077	State:	Arkansas
Filing Company:	Pruco Life Insurance Company	State Tracking Number:	46764
Company Tracking Number:	HD NAME CHANGE		
TOI:	A02.11 Individual Annuities- Deferred Non-Variable and Variable	Sub-TOI:	A02.11.002 Flexible Premium
Product Name:	HD Name Change		
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/14/2010	09/14/2010

<i>SERFF Tracking Number:</i>	<i>PRUD-126808077</i>	<i>State:</i>	<i>Arkansas</i>
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	<i>Variable and Variable</i>		
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Disposition

Disposition Date: 09/14/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRUD-126808077 State: Arkansas

Filing Company: Pruco Life Insurance Company State Tracking Number: 46764

Company Tracking Number: HD NAME CHANGE

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: HD Name Change

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Redline of previously approved P-RID-HD6(2/10) to P-RID-HD(1/11)		Yes
Supporting Document	Redline of previously approved P-SCH-HD6(2/10) to P-SCH-HD(1/11)		Yes
Supporting Document	Cover Letter		Yes
Form	Highest Daily Lifetime Income Benefit Rider		Yes
Form	Highest Daily Lifetime Income Benefit Schedule Supplement		Yes

SERFF Tracking Number: PRUD-126808077 State: Arkansas

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TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
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Form Schedule

Lead Form Number: P-RID-HD(1/11)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P-RID-HD(1/11)	Policy/Cont	Highest Daily ract/Fratern Lifetime Income al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	P-RID-HD_1-11_.pdf
	P-SCH-HD(1/11)	Schedule Pages	Highest Daily Lifetime Income Benefit Schedule Supplement	Initial		0.000	P-SCH-HD_1-11_.pdf

PRUCO LIFE INSURANCE COMPANY
[2999 North 44th Street, Suite 250
Phoenix, Arizona 85014]

HIGHEST DAILY LIFETIME INCOME BENEFIT RIDER

This Rider is made a part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert back to the provisions in the Annuity, except as may be provided below. This Rider should be read in conjunction with any applicable Market Value Adjustment ("MVA") Option Rider, any Dollar Cost Averaging ("DCA") Program Rider, and any Death Benefit Rider(s) made a part of your Annuity.

General: This Rider makes provision for guaranteed minimum payments for the lifetime of a Single Designated Life/Spousal Designated Lives (defined below). Generally, if your Account Value is reduced to zero and you meet certain requirements, we pay a remaining value, as described in the "Guarantee Payments" section.

Effective Date: The Effective Date of this Rider is shown in the Highest Daily Lifetime Income Benefit Schedule Supplement.

Definitions: For purposes of this Rider, the following definitions apply:

Account Value: The definition of "Account Value" in your Annuity includes the value of the Transfer Account (described below) as well as any allocation to any MVA Option or DCA MVA Option we make available in connection with your Annuity. Account Value of each MVA Option and DCA MVA Option includes any applicable Market Value Adjustment (MVA), as described in the MVA Option Rider and DCA Program Rider.

Adjusted Purchase Payments: Purchase Payments we receive, increased by any Purchase Credits applied to your Account Value in relation to Purchase Payments, and decreased by any fees or Tax Charges deducted from such Purchase Payments upon allocation to the Annuity.

Designated Life/Lives: The natural person(s) who is the measuring life/lives for the benefits described in this Rider and who is the person(s) shown in the Highest Daily Lifetime Income Benefit Schedule Supplement.

Dollar Cost Averaging MVA Option ("DCA MVA Option"): An MVA Option that we make available for use in conjunction with the DCA Program Rider.

First Death: The death of the first of the Spousal Designated Lives to die.

Guaranteed Base Value: The Unadjusted Account Value on the Effective Date plus the amount of any Adjusted Purchase Payments made within one year after the Effective Date.

Lifetime Withdrawal: Any Withdrawal taken under the terms of this Rider that is not designated by you as a Non-Lifetime Withdrawal.

Market Value Adjustment ("MVA"): A positive or negative adjustment used to determine the Account Value in an MVA Option or DCA MVA Option. For further details refer to the applicable MVA Option Rider or DCA Program Rider, if any, made a part of your Annuity.

Market Value Adjustment Option ("MVA Option"): An Investment Option which we may make available that is credited a fixed rate of interest for a specified period of time. During the Accumulation Period, the MVA Option is supported by assets in an MVA Separate Account. The MVA Separate Account applicable on the Effective Date is shown in the MVA Option Schedule Supplement.

Non-Lifetime Withdrawal: A Withdrawal elected and designated as such by you on or after the Effective Date that will not result in the calculation of the initial Annual Income Amount. You may only request one Non-Lifetime Withdrawal while this Rider is in effect. A Non-Lifetime Withdrawal is subject to the Minimum Surrender Value After a Partial Withdrawal, shown in the Annuity Schedule.

Owner/Participant: The term "Owner" may be referred to as "Participant" in your Annuity. In this Rider, for simplicity, the Participant is referred to as Owner.

Purchase Credits: Amounts we may allocate to your Account Value in relation to Purchase Payments. Refer to your Annuity Schedule to determine if your Annuity makes provision for Purchase Credits.

Quarterly Anniversary: Each successive three-month anniversary of the Effective Date.

Spouse: An individual recognized as a spouse under federal law.

Target Anniversary Date: An anniversary of the Effective Date specified in the Highest Daily Lifetime Income Benefit Schedule Supplement on which the Periodic Value may be increased if no Lifetime Withdrawals have been made up to and including that date.

Transfer Account: Unadjusted Account Value is transferred to and from the Transfer Account, as determined by the Transfer Calculation Formula, as explained in the Highest Daily Lifetime Income Benefit Schedule Supplement.

Transfer Calculation Formula: A formula which we use to determine whether assets should be transferred to and from the Transfer Account. The Transfer Calculation Formula is set forth in the Highest Daily Lifetime Income Benefit Schedule Supplement.

Unadjusted Account Value: The Account Value prior to the application of any applicable MVA.

Withdrawals: Withdrawals of any type (including free withdrawals and partial withdrawals) before the application of any applicable Contingent Deferred Sales Charge or other charge applicable upon a Withdrawal, and after any applicable MVA.

Other capitalized terms in this Rider are either defined in this Rider or in the Annuity.

Owner, Annuitant and Beneficiary Designations: For purposes of electing and maintaining this Rider, the designations under your Annuity must be as follows:

For a Single Designated Life:

If the Owner is a natural person, the Owner must also be the Annuitant and the Designated Life.

If the Owner is an entity that we permit, the Annuitant must be the Designated Life. You may not name multiple Owners if a Single Designated Life is listed in the Highest Daily Lifetime Income Benefit Schedule Supplement.

For Spousal Designated Lives:

Such persons must be each other's Spouses at the time this Rider is elected and at the First Death. If the Owner is a natural person, he/she must be the Annuitant, and one of the Spousal Designated Lives. The sole primary Beneficiary must be the other Spousal Designated Life for as long as the first Spousal Designated Life Owner is alive. If two Owners are named, each must be a Spousal Designated Life. No additional Owners may be named. While both Spousal Designated Lives are alive, each Owner must be designated as the other Owner's primary

Beneficiary. If the Owner is an entity that we permit, the Annuitant must be a Spousal Designated Life, and the Annuitant's Spouse must be the other Spousal Designated Life. This benefit cannot be utilized when the Owner is an entity unless we allow for the continuation of the Annuity and this Rider by the surviving Designated Life after the First Death.

While this Rider is in effect, the Single Designated Life/Spousal Designated Lives may not be changed. This may restrict your ability to make changes to Owner/Annuitant designations. You may name a new Beneficiary(ies), subject to the other limitations on Beneficiary designations noted above with respect to Spousal Designated Lives. However, such new Beneficiary(ies) will not be a Designated Life, and would therefore result in the Rider terminating at the First Death.

Please note that you have the spousal version of this Rider **only** if there are Spousal Designated Lives listed on the Highest Daily Lifetime Income Benefit Schedule Supplement.

Annual Income Amount: We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take an income amount ("Annual Income Amount") as one or multiple Lifetime Withdrawals. The initial Annual Income Amount is determined at the time of the first Lifetime Withdrawal after the Effective Date by applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime Income Benefit Schedule Supplement to the Protected Withdrawal Value (described below). The applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date.

If you have elected this benefit with Spousal Designated Lives, and one of the Designated Lives is removed for any reason (divorce, death, etc.), we will continue to use the date of birth of the younger of both of the original Spousal Designated Lives for purposes of calculating the applicable Annual Income Percentage.

Protected Withdrawal Value: The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. It is also one of the factors used for calculating the charge for the Rider. The Protected Withdrawal Value is a value calculated solely for purposes of this Rider.

On the Effective Date, the Protected Withdrawal Value is equal to your Unadjusted Account Value. On each Valuation Day thereafter, until the earlier of the date of the first Lifetime Withdrawal or the Periodic Value Cut-Off Date, if any, shown in the Highest Daily Lifetime Income Benefit Schedule Supplement, the Protected Withdrawal Value is equal to the "Periodic Value" described below.

If you have not made a Lifetime Withdrawal on or before the Periodic Value Cut-Off Date, we will continue to calculate the Protected Withdrawal Value. Until you have made a Lifetime Withdrawal, the Protected Withdrawal Value after the Periodic Value Cut-Off Date, is equal to the greater of:

- (1) the Unadjusted Account Value; and
- (2) the Periodic Value on the Periodic Value Cut-Off Date, increased for subsequent Adjusted Purchase Payments and reduced for any Non-Lifetime Withdrawal.

Once the first Lifetime Withdrawal is made after the Effective Date, the Protected Withdrawal Value at any time is equal to the greater of:

- (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals; and
- (2) the highest daily Unadjusted Account Value upon any Step-Up, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals. Please refer to the "Step-Ups" and "Impact of Lifetime Withdrawals" sections below for details.

Periodic Value: The Periodic Value initially is equal to the Unadjusted Account Value on the Effective Date. On each Valuation Day thereafter, until the earlier of the first Lifetime Withdrawal or the Periodic Value Cut-Off Date, we recalculate the Periodic Value. Specifically, on each such Valuation Day (the "Current Valuation Day"), the Periodic Value is equal to the greatest of:

- (1) the Periodic Value for the immediately preceding Valuation Day (the "Prior Valuation Day"), appreciated at the daily equivalent of the Roll-Up Rate shown in the Highest Daily Lifetime Income Benefit Schedule Supplement during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day; and
- (2) the Unadjusted Account Value; and
- (3) if the Current Valuation Day is on a Target Anniversary Date shown in the Highest Daily Lifetime Income Benefit Schedule Supplement (or the next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken up to and including the Target Anniversary Date, the sum of:
 - (a) the Guaranteed Base Value (adjusted for any Non-Lifetime Withdrawal) multiplied by the applicable Guaranteed Base Value Multiplier shown in the Highest Daily Lifetime Income Benefit Schedule Supplement and
 - (b) all Adjusted Purchase Payments (adjusted for any Non-Lifetime Withdrawal) made more than one year following the Effective Date up to the Current Valuation Day.

Impact of Lifetime Withdrawals: Any Lifetime Withdrawals reduce the remaining Annual Income Amount available during an Annuity Year by the amount of each Withdrawal. Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Annual Income Amount for that Annuity Year do not reduce the Annual Income Amount in subsequent Annuity Years. The Protected Withdrawal Value is reduced by the amount of each Lifetime Withdrawal that does not exceed the Annual Income Amount for that Annuity Year.

All or any portion of a Lifetime Withdrawal that exceeds the Annual Income Amount for that Annuity Year is considered excess income ("Excess Income"). In addition, if a Lifetime Withdrawal includes the Withdrawal of an amount from an MVA Option or DCA MVA Option, resulting in an MVA which causes such Lifetime Withdrawal to exceed the Annual Income Amount for that Annuity Year, such excess amount will be considered Excess Income. Each Withdrawal of Excess Income that occurs once you have withdrawn that Annuity Year's Annual Income Amount reduces the Annual Income Amount proportionately. Each proportional reduction is calculated by multiplying the Annual Income Amount by the ratio of the Excess Income to the Account Value immediately subsequent to the Withdrawal of any Annual Income Amount and prior to the Withdrawal of the Excess Income (even if both Withdrawals occurred in the same day or as one Withdrawal request). Each Withdrawal of Excess Income also reduces the Protected Withdrawal Value by the same proportion.

No Contingent Deferred Sales Charge is applicable to any Lifetime Withdrawal that is less than or equal to the Annual Income Amount, even if the total amount of such Withdrawals in any Annuity Year exceeds any maximum free withdrawal amount described in the Annuity. Such Lifetime Withdrawals are not treated as Withdrawals of Purchase Payments. Each Withdrawal of Excess Income is subject to any applicable Contingent Deferred Sales Charge.

Withdrawal Flexibility: Lifetime Withdrawals are not required. However, the Annual Income Amount is not increased in subsequent Annuity Years if you decide not to take a Lifetime Withdrawal in an Annuity Year or take Lifetime Withdrawals in an Annuity Year that in total are less than the Annual Income Amount.

Impact of a Non-Lifetime Withdrawal: A Non-Lifetime Withdrawal will proportionately reduce the guarantees provided under this Rider based on the percent that Withdrawal amount represents of the Account Value prior to the Withdrawal. These guarantees are the Protected Withdrawal Value and all future applicable Periodic Value guarantees at the Target Anniversary Date(s) shown in the Highest Daily Lifetime Income Benefit Schedule Supplement.

Additional Purchase Payment(s) after your First Withdrawal: Before your Unadjusted Account Value is reduced to zero, you may make additional Purchase Payments, subject to the Purchase Payments Limitation provision below. We reserve the right not to accept additional Purchase Payments if the Unadjusted Account Value becomes zero. The Annual Income Amount is increased by an amount obtained by applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime Income Benefit Schedule Supplement to the Adjusted Purchase Payment. The applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date. The Protected Withdrawal Value is increased by the amount of each Adjusted Purchase Payment.

Purchase Payment(s) Limitation: We may limit any additional Purchase Payment(s) if we determine that, as a result of the timing and amounts of your additional Purchase Payments and Withdrawals, the Annual Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount in an unintended fashion is the relative size of additional Purchase Payment(s). We reserve the right to not accept additional Purchase Payments if we are not then offering this benefit for new elections. We will exercise such reservation of right for all annuity purchasers in the same class, in a nondiscriminatory manner.

Required Minimum Distributions: If: (1) any Required Minimum Distributions are made in any Annuity Year from the Annuity to meet the Required Minimum Distribution provisions of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder, and (2) the Required Minimum Distribution amount not taken in the current calendar year is greater than the Annual Income Amount, then, such distributions of the difference of the Annual Income Amount and the Required Minimum Distribution amount not taken in the current calendar year will not be treated as Excess Income for purposes of this Rider. In any Annuity Year your Required Minimum Distribution amount is not greater than the Annual Income Amount, any distributions in excess of the Annual Income Amount will be treated as Excess Income. For purposes of this provision, Required Minimum Distributions are determined based on the value of this Annuity, and do not include the value of any other annuities, savings or investments subject to the Required Minimum Distribution rules. Unless designated as a Non-Lifetime Withdrawal, Required Minimum Distributions are considered a Lifetime Withdrawal from the Annuity. In any year in which the requirement to take Required Minimum Distributions is suspended by law, we reserve the right, in our sole discretion and regardless of any position taken on this issue in a prior year, to treat any amount that would have been considered as a Required Minimum Distribution if not for the suspension as eligible for treatment under this provision.

Step-Ups: We automatically step up your Annual Income Amount as follows:

Beginning on the first anniversary of the Issue Date of the Annuity after the first Lifetime Withdrawal, and on every anniversary thereafter, we will step up your Annual Income Amount if the conditions set forth in this paragraph are met. Specifically, we step up your Annual Income Amount if the value resulting from applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime Income Benefit Schedule Supplement to the highest daily Unadjusted Account Value (as measured on each Valuation Day since the first Lifetime Withdrawal or last anniversary of the Issue Date of the Annuity, whichever is later), adjusted for any Withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than your current Annual Income Amount. For step-up purposes, the applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, at the time the step-up occurs.

We reserve the right at the time of a step-up opportunity, as described above, to increase the charge for this Rider to the then-current charge we apply for new elections of this Rider. We will notify you of the increase in charge prior to our implementing any such increase, and you must notify us in Good Order if you wish to opt out of this automatic step-up feature based on our procedures at the time of notification. You are only permitted to opt out of the automatic step-up feature if the charge increases. Once you opt out of the automatic step-up feature, you will not participate in any future step-up opportunities unless you re-elect the automatic step-up feature. To re-elect the feature, you must notify us in Good Order. Upon re-election of this feature, you will be subject to the then-current charge we apply to new elections of this Rider.

Guarantee Payments: Once your Unadjusted Account Value is reduced to zero, we subsequently make Guarantee Payments, as long as any Excess Income has not reduced the Annual Income Amount to zero, until the death of the Single Designated Life or the second of the Spousal Designated Lives to die (or upon the simultaneous deaths of both Spousal Designated Lives), as applicable, as long as the Spousal Designated Lives were Spouses at the time of the First Death. In the Annuity Year in which your Unadjusted Account Value is reduced to zero, the only Guarantee Payment due, if any, equals the Annual Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Annual Income Amount in effect as of the date the Unadjusted Account Value is reduced to zero.

Unless you request an alternate mode of payment we make available, we make such Guarantee Payments once each Annuity Year.

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the Minimum Guarantee Payment amount shown in the Highest Daily Lifetime Income Benefit Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for a fixed, joint life and last survivor annuity if both Spousal Designated Lives are living, or a fixed, single life annuity if only one of the Spousal Designated Lives is living or if this Rider was issued with a Single Designated Life. We use the same basis that is used to calculate the guaranteed annuity rates in the Annuity.

Annuity Payments: If annuity payments are to begin under the terms of the Annuity, you can elect to either:

- (1) apply your Unadjusted Account Value, less any applicable Tax Charges, to any annuity payment option available in the "Annuity Payout Options" section of the Annuity; or
- (2) request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will continue to make such payments until the death of the Single Designated Life or, as applicable, the death of the second Spousal Designated Life as long as the Spousal Designated Lives were Spouses at the time of the First Death. If this option is elected, the Annual Income Amount will not increase after annuity payments have begun.

We must receive your request at our Service Office in Good Order. If annuity payments are to begin under the terms of the Annuity and you have not made an election, we will make annual annuity payments as a joint and last survivor fixed annuity or as a single life fixed annuity, as applicable, each with ten payments certain (or a lesser number of payments certain if the life expectancy of the Annuitant at the time payments are to begin is less than 10 years, based on applicable Internal Revenue Service tables) using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in the Annuity.

The amount that will be applied to provide such annuity payments under the default annuity payment option will be the greater of:

- (1) the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the greater of the current and the guaranteed annuity rates in the Annuity; and
- (2) the Unadjusted Account Value.

Once we receive your election to commence annuity payments, or we make the first payment under a default annuity payment option provision, we will only make annuity payments guaranteed under the specific annuity payment option, and the annuity payment option cannot be changed.

We may limit the length of any annuity payout option, including but not limited to any default option and any period certain, to conform to applicable tax law and to satisfy the Required Minimum Distribution rules.

If no Lifetime Withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first Lifetime Withdrawal on the date we transfer all Unadjusted Account Value in order to begin annuity payments.

Death of a Designated Life under this Rider: Please also refer to the "Termination of Benefits" section below.

Death of the Single Designated Life: If this Rider was issued with a Single Designated Life and such person dies, this Rider terminates and the Death Benefit provisions of your Annuity and any Death Benefit Rider made a part of your Annuity will apply.

Death of the First of the Spousal Designated Lives and Spousal Continuation: For purposes of this Rider the "Spousal Continuation" provision of the Annuity, as modified by any Death Benefit Rider made a part of the Annuity, is supplemented as follows:

- Upon the First Death, if a Death Benefit, would be payable under the Annuity or any Death Benefit Rider made a part of the Annuity, and the surviving Designated Life chooses to continue the Annuity, this Rider will remain in force unless we are instructed otherwise.
- Upon the First Death, if a Death Benefit would be payable under the Annuity or any Death Benefit Rider made a part of the Annuity, and a Spouse who chooses to continue the Annuity is not a Designated Life, this Rider terminates. Refer to the "Termination of Benefits" provision below.
- Upon the First Death, if a Death Benefit would be payable under the Annuity or any Death Benefit Rider made a part of the Annuity, and the Annuity is not continued according to the Spousal Continuation section of the Annuity, the Death Benefit will be payable, and this Rider terminates as of the date we receive Due Proof of Death.
- Upon the First Death, if a Death Benefit is not payable under the Annuity or any Death Benefit Rider made a part of the Annuity (e.g., if the first of the Spousal Designated Lives to die is the Beneficiary but not an Owner), this Rider will continue.

Death of the Second of the Spousal Designated Lives: If this Rider was issued with Spousal Designated Lives and the second Spousal Designated Life dies, the Death Benefit provided in the Annuity or any Death Benefit Rider made a part of the Annuity will be payable, and this Rider terminates as of the date we receive Due Proof of Death.

Misstatement of Age or Sex: For purposes of this Rider, the following sentence is added to the "Misstatement of Age or Sex" section of the Annuity:

If there has been a misstatement of the age and/or sex of a Single Designated Life or Spousal Designated Life upon whose life the guarantees under this Rider are based, we make adjustments to any charges, availability and any benefits payable under this Rider to conform to the facts.

Minimum Surrender Value: Any provision in the Annuity requiring there be a minimum Surrender Value or Account Value as of the date of any Lifetime Withdrawal is waived while this Rider is in effect.

Investment Limitations: While this Rider is in effect, your entire Account Value must be allocated to only those Investment Options we permit, except as required under the conditions set out in the "Transfers to and from the Transfer Account" section below. In addition, you may be required to maintain all or a portion of your Account Value in accordance with an asset allocation model.

At any time until this Rider is terminated, these investment limitations may be implemented, suspended or changed. This includes changing prohibited Investment Options, changing the extent to which Account Value may be allocated to an Investment Option, and changing required Investment Options. Any transfers resulting from our implementing or changing any investment limitation will not be counted in determining the number of free transfers made during an Annuity Year. If, subsequent to your election of this benefit, we change our requirements as to how Account Value must be allocated under the benefit, that new requirement will apply to new elections of the benefit, and we will not compel you to re-allocate your Account Value in accordance with our newly-adopted requirements. However, all transfers and Purchase Payments made after such a change in requirements may be subject to the new investment limitations.

Transfer Account: We monitor the investment performance of your Unadjusted Account Value each Valuation Day to determine if we need to transfer any portion of your Unadjusted Account Value to or from the Transfer Account to maintain the guarantees provided by this benefit. We transfer Unadjusted Account Value to or from the Transfer Account, and we only maintain Unadjusted Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account.

To the extent permitted by law, we reserve the right at any time to use a Transfer Account that differs from the one that was available when your Rider became effective. We may establish different Transfer Accounts for different classes of annuity purchasers and for different annuities.

Transfers to and from the Transfer Account: On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to determine whether any portion of your Unadjusted Account Value is to be transferred to or from the Transfer Account. At any given time, some, most or none of your Unadjusted Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Unadjusted Account Values in such Sub-accounts at that time. If, prior to the transfer from the Transfer Account, the Unadjusted Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and, in the event that the Unadjusted Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount, the remaining transfer amount will be taken from the elected MVA Options and DCA MVA Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

Withdrawals: Any Withdrawals from the Annuity while this Rider is in effect will be taken pro-rata from the elected Sub-accounts, elected MVA Options and DCA MVA Options, and the Transfer Account.

Charge for the Rider: The charge for this Rider depends on whether you have named a Single Designated Life or Spousal Designated Lives. The charge is deducted on each Quarterly Anniversary, and is based on the greater of the Unadjusted Account Value and the Protected Withdrawal Value calculated on the last Valuation Day prior to the Quarterly Anniversary, at the quarterly equivalent of the applicable annualized rate. On the Effective Date, the applicable rate(s) is as shown in the Highest Daily Lifetime Income Benefit Schedule Supplement.

The charge is deducted pro-rata from each elected Sub-account and the Transfer Account, to the extent to which the Unadjusted Account Value in the Annuity is allocated to any of them, until Withdrawals reduce the Unadjusted Account Value to zero, or this Rider terminates. Except as described below, if deduction of the charge would result in the Unadjusted Account Value falling below the Account Value "Floor" shown in the Highest Daily Lifetime Income Benefit Schedule Supplement, we will deduct only that portion of the charge that would not cause the Unadjusted Account Value to fall below the Account Value "Floor." If the entire Unadjusted Account Value is less than the Account Value "Floor" when we would deduct a charge for this Rider, then no charge will be deducted for that quarter. If a charge for this Rider would be deducted on the same day we process a Withdrawal request, the charge for this Rider will be deducted first, subject to the provisions of this paragraph, then the Withdrawal will be processed. The Withdrawal could cause the Unadjusted Account Value to fall below the Account Value "Floor." While deduction of the charge (other than the final charge) may not reduce the Unadjusted Account Value to zero, Withdrawals may reduce the Unadjusted Account Value to zero.

The charge for the Rider will not be treated as a Withdrawal for purposes of this Rider. The charge does not reduce the Protected Withdrawal Value or any previously established daily Unadjusted Account Value described in the "Step-Ups" section. Upon any step-up, we may increase the charge if the charge for the Rider at the time of the step-up has increased. Any new charge resulting from the step-up is based on charges applicable to annuity purchasers of the same class of Annuity. See the "Step-Ups" section for more details.

We cease to deduct a charge for the Rider after it terminates in accordance with the "Termination of Benefits" section below. In the event this Rider terminates for any reason other than death or annuitization, we will deduct a final charge upon termination, based on the number of days since the most recent charge for the Rider was deducted. This final charge will be deducted even if it results in the Unadjusted Account Value falling below the Account Value "Floor."

Facility of Payment: We reserve the right, in settlement of full liability, to make Guarantee Payments to a guardian, relative, or other person deemed eligible by us if a Designated Life payee is deemed to be legally incompetent, as permitted by law.

Proof of Survival: Any Guarantee Payment is subject to evidence we receive in Good Order that the Single Designated Life or at least one Spousal Designated Life is then alive. We may withhold such Guarantee Payments until we receive such evidence or evidence satisfactory to us of the life of the Single Designated Life or at least one of the Spousal Designated Lives. We credit interest on such withheld Guarantee Payments at the rate required by law. Should we subsequently determine withheld Guarantee Payments are payable, we will pay the withheld Guarantee Payments and any applicable interest credited in a lump sum.


Recovery of Excess Guarantee Payments: We may recover from you or your estate any Guarantee Payments made after the death of the Single Designated Life or both Spousal Designated Lives.

Termination of Benefits: You may terminate this Rider at any time upon notification to us in Good Order. Upon the termination of this Rider, we transfer any remaining Unadjusted Account Value from the Transfer Account. Unless you are participating in an asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Unadjusted Account Values in such Sub-accounts at that time. If, prior to the transfer from the Transfer Account, the Unadjusted Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program.

Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If the Annuity is otherwise still in effect, we will consider you to have elected to remain in any applicable asset allocation program then in effect, or in the Investment Options that we require for the Rider, other than the Transfer Account, unless you instruct us otherwise;
- (2) the date of receipt of Due Proof of Death of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned), if the surviving Spousal Designated Life does not elect to continue the Annuity, and there is any Unadjusted Account Value on the date of death;
- (3) the date of receipt of Due Proof of Death of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned) if the surviving Spouse is not eligible to continue the benefit because such Spouse is not a Spousal Designated Life and there is any Unadjusted Account Value on the date of death;
- (4) the date of receipt of Due Proof of Death of the Single Designated Life or the second to die of the Spousal Designated Lives, if death occurs while there is any Unadjusted Account Value on the date of death;
- (5) the date of death of the Single Designated Life or the second to die of the Spousal Designated Lives when Unadjusted Account Value is reduced to zero as of the date of death;
- (6) if there is any Unadjusted Account Value on the Annuity Date, or if earlier, the date we transfer all Unadjusted Account Value in order to begin annuity payments;
- (7) each of the Unadjusted Account Value and the Annual Income Amount is zero; and
- (8) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" section of this Rider or the Annuity, or if we do not then consent, on a non-discriminatory basis, to continue the Rider.

PRUCO LIFE INSURANCE COMPANY


[_____]
Secretary

PRUCO LIFE INSURANCE COMPANY
[2999 North 44th Street, Suite 250
Phoenix, Arizona 85014]

HIGHEST DAILY LIFETIME INCOME BENEFIT SCHEDULE SUPPLEMENT

Annuity Number: [001-0001]

Effective Date of the Highest Daily Lifetime Income Benefit Rider: [Issue Date of the Annuity]

[[Single][Spousal] Designated Life/Lives]:

[John Doe]

Date of Birth: [February 21, 1945]

[[Mary Doe]

Date of Birth: [January 1, 1946]]

Roll-Up Rate: [6.0% per year]

Annual Income Percentage:

[Attained Age of Single Designated Life	Annual Income Percentage	Attained Age of Younger Spousal Designated Life	Annual Income Percentage
Less than 59 ½	4%	Less than 65	4%
59 ½ - 79	5%	65 - 84	5%
80 or more	6%	85 or more	6%]

Minimum Guarantee Payment: [\$100]

Target Anniversary Date(s): [The 10th Anniversary and the 20th Anniversary of the Effective Date]

Guaranteed Base Value Multiplier:

[Target Anniversary Date	Guaranteed Base Value Multiplier
10 th Anniversary of the Effective Date	200%
20 th Anniversary of the Effective Date	400%]

Periodic Value Cut-Off Date: [Not Applicable]

Transfer Account: [AST Investment Grade Bond Portfolio]. If this portfolio is discontinued, we will substitute a successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.

Charge for the Rider: [You have elected this Rider on a [Single Designated Life] [Spousal Designated Lives] basis. Therefore the charge for the Rider is an annualized rate of [0.85] [0.95]%.]

Account Value “Floor”: [The lesser of [\$500] or [5%] of the sum of the Unadjusted Account Value on the Effective Date and any subsequent Adjusted Purchase Payments.]

**HIGHEST DAILY LIFETIME INCOME BENEFIT
SCHEDULE SUPPLEMENT (Continued)**

TRANSFER CALCULATION FORMULA

[The following are the Terms and Definitions referenced in the Transfer Calculation Formula:]

- o C_u the upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_{us} the secondary upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_t the target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_l the lower target is established on the Effective Date and is not changed for the life of the guarantee.
- o L the target value as of the current Valuation Day.
- o r the target ratio.
- o a the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.
- o V_v the total value of all elected Sub-accounts in the Annuity.
- o V_f the Unadjusted Account Value of all elected MVA Options and DCA MVA Options in the Annuity
- o B the total value of all Transfer Account allocations.
- o P the Income Basis. Prior to the first Lifetime Withdrawal, the Income Basis is equal to the Protected Withdrawal Value calculated as if the first Lifetime Withdrawal were taken on the date of calculation. After the first Lifetime Withdrawal, the Income Basis equals the greatest of (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionally for Excess Income*; and (2) the Protected Withdrawal Value on any Anniversary of the Issue Date subsequent to the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionately for Excess Income* and (3) any highest daily Unadjusted Account Value occurring on or after the later of the immediately preceding Anniversary of the Issue Date, or the date of the first Lifetime Withdrawal, and prior to or including the date of this calculation, increased for additional Adjusted Purchase Payments, and adjusted for Withdrawals, as described in the Rider.
- o T the amount of a transfer into or out of the Transfer Account
- o T_M the amount of a monthly transfer out of the Transfer Account

*Note: Lifetime Withdrawals of less than or equal to the Annual Income Amount do not reduce the Income Basis.

Daily Target Value Calculation:

On each Valuation Day, a target value (L) is calculated, according to the following formula. Target values are subject to change for new elections of the Rider on a going-forward basis.

$$L = 0.05 * P * a$$

Daily Transfer Calculation:

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

$$\text{Target Ratio } r = (L - B) / (V_v + V_f)$$

- If on the third consecutive Valuation Day $r > C_u$ and $r \leq C_{us}$ or if on any day $r > C_{us}$ and transfers have not been suspended due to the 90% cap rule, assets in the elected Sub-accounts, MVA Options and DCA MVA Options, if applicable, are transferred to the Transfer Account in accordance with the "Transfer" section of the Rider.

HIGHEST DAILY LIFETIME INCOME BENEFIT SCHEDULE SUPPLEMENT (Continued)

- If $r < C_i$, and there are currently assets in the Transfer Account ($B > 0$), assets in the Transfer Account are transferred to the elected Sub-accounts in accordance with the "Transfer" section of the Rider.

90% Cap Rule: If, on any Valuation Day this Rider remains in effect, a transfer into the Transfer Account occurs which results in 90% of the Unadjusted Account Value being allocated to the Transfer Account, any transfers into the Transfer Account will be suspended, even if the formula would otherwise dictate that a transfer into the Transfer Account should occur. Transfers out of the Transfer Account and into the elected Sub-accounts will still be allowed. The suspension will be lifted once a transfer out of the Transfer Account occurs due either to a Daily or Monthly Transfer Calculation. Due to the performance of the Transfer Account and the elected Sub-accounts, the Unadjusted Account Value could be more than 90% invested in the Transfer Account.

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$$T = \text{Min} (\text{MAX} (0, (0.90 * (V_V + V_F + B)) - B), [L - B - (V_V + V_F) * C_i] / (1 - C_i))$$

Money is transferred from the elected Sub-accounts, MVA Options, and DCA MVA Options to the Transfer Account

$$T = \{\text{Min} (B, - [L - B - (V_V + V_F) * C_i] / (1 - C_i))\}$$

Money is transferred from the Transfer Account to the elected Sub-accounts

Monthly Transfer Calculation:

On each monthly anniversary of the Issue Date and following the Daily Transfer Calculation, the following formula determines if a transfer from the Transfer Account to the elected Sub-Accounts will occur:

If, after the Daily Transfer Calculation is performed,

$$\{\text{Min} (B, .05 * (V_V + V_F + B))\} < (C_u * (V_V + V_F) - L + B) / (1 - C_u), \text{ then}$$

$$T_M = \{\text{Min} (B, .05 * (V_V + V_F + B))\}$$

Money is transferred from the Transfer Account to the elected Sub-accounts.]

<i>SERFF Tracking Number:</i>	<i>PRUD-126808077</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pruco Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46764</i>
<i>Company Tracking Number:</i>	<i>HD NAME CHANGE</i>		
<i>TOI:</i>	<i>A02.II Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.II.002 Flexible Premium</i>
<i>Product Name:</i>	<i>HD Name Change</i>		
<i>Project Name/Number:</i>	<i>HD Name Change/HD Name Change</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item:	Redline of previously approved P-RID-HD6(2/10) to P-RID-HD(1/11)	
Comments:		
Attachment:		
P-RID-HD_1-11_.redline 9-9-10.pdf		

	Item Status:	Status Date:
Satisfied - Item:	Redline of previously approved P-SCH-HD6(2/10) to P-SCH-HD(1/11)	
Comments:		
Attachment:		
P-SCH-HD_1-11_.redline 9-9-10.pdf		

	Item Status:	Status Date:
Satisfied - Item:	Cover Letter	
Comments:		
Attachment:		
Name Change Filing Cover Letter Arkansas.pdf		

PRUCO LIFE INSURANCE COMPANY
[2999 North 44th Street, Suite 250
Phoenix, Arizona 85014]

HIGHEST DAILY LIFETIME ~~HD6-PLUS~~INCOME BENEFIT RIDER

This Rider is made a part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of the Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert back to the provisions in the Annuity, except as may be provided below. This Rider should be read in conjunction with any applicable Market Value Adjustment ("MVA") Option Rider, any Dollar Cost Averaging ("DCA") Program Rider, and any Death Benefit Rider(s) made a part of your Annuity.

General: This Rider makes provision for guaranteed minimum payments for the lifetime of a Single Designated Life/Spousal Designated Lives (defined below). Generally, if your Account Value is reduced to zero and you meet certain requirements, we pay a remaining value, as described in the "Guarantee Payments" section.

Effective Date: The Effective Date of this Rider is shown in the Highest Daily Lifetime ~~6-Plus~~Income Benefit Schedule Supplement.

Definitions: For purposes of this Rider, the following definitions apply:

Account Value: The definition of "Account Value" in your Annuity includes the value of the Transfer Account (described below) as well as any allocation to any MVA Option or DCA MVA Option we make available in connection with your Annuity. Account Value of each MVA Option and DCA MVA Option includes any applicable Market Value Adjustment (MVA), as described in the MVA Option Rider and DCA Program Rider.

Adjusted Purchase Payments: Purchase Payments we receive, increased by any Purchase Credits applied to your Account Value in relation to Purchase Payments, and decreased by any fees or Tax Charges deducted from such Purchase Payments upon allocation to the Annuity.

Designated Life/Lives: The natural person(s) who is the measuring life/lives for the benefits described in this Rider and who is the person(s) shown in the Highest Daily Lifetime ~~6-Plus~~Income Benefit Schedule Supplement.

Dollar Cost Averaging MVA Option ("DCA MVA Option"): An MVA Option that we make available for use in conjunction with the DCA Program Rider.

First Death: The death of the first of the Spousal Designated Lives to die.

Guaranteed Base Value: The Unadjusted Account Value on the Effective Date plus the amount of any Adjusted Purchase Payments made within one year after the Effective Date.

Lifetime Withdrawal: Any Withdrawal taken under the terms of this Rider that is not designated by you as a Non-Lifetime Withdrawal.

Market Value Adjustment ("MVA"): A positive or negative adjustment used to determine the Account Value in an MVA Option or DCA MVA Option. For further details refer to the applicable MVA Option Rider or DCA Program Rider, if any, made a part of your Annuity.

Market Value Adjustment Option ("MVA Option"): An Investment Option which we may make available that is credited a fixed rate of interest for a specified period of time. During the Accumulation Period, the MVA Option is supported by assets in an MVA Separate Account. The MVA Separate Account applicable on the Effective Date is shown in the MVA Option Schedule Supplement.

Non-Lifetime Withdrawal: A Withdrawal elected and designated as such by you on or after the Effective Date that will not result in the calculation of the initial Annual Income Amount. You may only request one Non-Lifetime Withdrawal while this Rider is in effect. A Non-Lifetime Withdrawal is subject to the Minimum Surrender Value After a Partial Withdrawal, shown in the Annuity Schedule.

Owner/Participant: The term "Owner" may be referred to as "Participant" in your Annuity. In this Rider, for simplicity, the Participant is referred to as Owner.

Purchase Credits: Amounts we may allocate to your Account Value in relation to Purchase Payments. Refer to your Annuity Schedule to determine if your Annuity makes provision for Purchase Credits.

Quarterly Anniversary: Each successive three-month anniversary of the Effective Date.

Spouse: An individual recognized as a spouse under federal law.

Target Anniversary Date: An anniversary of the Effective Date specified in the Highest Daily Lifetime ~~6-PlusIncome~~ Benefit Schedule Supplement on which the Periodic Value may be increased if no Lifetime Withdrawals have been made up to and including that date.

Transfer Account: Unadjusted Account Value is transferred to and from the Transfer Account, as determined by the Transfer Calculation Formula, as explained in the Highest Daily Lifetime ~~6-PlusIncome~~ Benefit Schedule Supplement.

Transfer Calculation Formula: A formula which we use to determine whether assets should be transferred to and from the Transfer Account. The Transfer Calculation Formula is set forth in the Highest Daily Lifetime ~~6-PlusIncome~~ Benefit Schedule Supplement.

Unadjusted Account Value: The Account Value prior to the application of any applicable MVA.

Withdrawals: Withdrawals of any type (including free withdrawals and partial withdrawals) before the application of any applicable Contingent Deferred Sales Charge or other charge applicable upon a Withdrawal, and after any applicable MVA.

Other capitalized terms in this Rider are either defined in this Rider or in the Annuity.

Owner, Annuitant and Beneficiary Designations: For purposes of electing and maintaining this Rider, the designations under your Annuity must be as follows:

For a Single Designated Life:

If the Owner is a natural person, the Owner must also be the Annuitant and the Designated Life.

If the Owner is an entity that we permit, the Annuitant must be the Designated Life. You may not name multiple Owners if a Single Designated Life is listed in the Highest Daily Lifetime ~~6-PlusIncome~~ Benefit Schedule Supplement.

For Spousal Designated Lives:

Such persons must be each other's Spouses at the time this Rider is elected and at the First Death. If the Owner is a natural person, he/she must be the Annuitant, and one of the Spousal Designated Lives. The sole primary Beneficiary must be the other Spousal Designated Life for as long as the first Spousal Designated Life Owner is alive. If two Owners are named, each must be a Spousal Designated Life. No additional Owners may be named. While both Spousal Designated Lives are alive, each Owner must be designated as the other Owner's primary

Beneficiary. If the Owner is an entity that we permit, the Annuitant must be a Spousal Designated Life, and the Annuitant's Spouse must be the other Spousal Designated Life. This benefit cannot be utilized when the Owner is an entity unless we allow for the continuation of the Annuity and this Rider by the surviving Designated Life after the First Death.

While this Rider is in effect, the Single Designated Life/Spousal Designated Lives may not be changed. This may restrict your ability to make changes to Owner/Annuitant designations. You may name a new Beneficiary(ies), subject to the other limitations on Beneficiary designations noted above with respect to Spousal Designated Lives. However, such new Beneficiary(ies) will not be a Designated Life, and would therefore result in the Rider terminating at the First Death.

Please note that you have the spousal version of this Rider **only** if there are Spousal Designated Lives listed on the Highest Daily Lifetime ~~6-PlusIncome~~ Benefit Schedule Supplement.

Annual Income Amount: We guarantee that, subject to the limits and conditions outlined in this Rider, each Annuity Year you may take an income amount ("Annual Income Amount") as one or multiple Lifetime Withdrawals. The initial Annual Income Amount is determined at the time of the first Lifetime Withdrawal after the Effective Date by applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime ~~6-PlusIncome~~ Benefit Schedule Supplement to the Protected Withdrawal Value (described below). The applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date.

If you have elected this benefit with Spousal Designated Lives, and one of the Designated Lives is removed for any reason (divorce, death, etc.), we will continue to use the date of birth of the younger of both of the original Spousal Designated Lives for purposes of calculating the applicable Annual Income Percentage.

Protected Withdrawal Value: The Protected Withdrawal Value is used to calculate the initial Annual Income Amount. It is also one of the factors used for calculating the charge for the Rider. The Protected Withdrawal Value is a value calculated solely for purposes of this Rider.

On the Effective Date, the Protected Withdrawal Value is equal to your Unadjusted Account Value. On each Valuation Day thereafter, until the earlier of the date of the first Lifetime Withdrawal or the Periodic Value Cut-Off Date, if any, shown in the Highest Daily Lifetime ~~6-PlusIncome~~ Benefit Schedule Supplement, the Protected Withdrawal Value is equal to the "Periodic Value" described below.

If you have not made a Lifetime Withdrawal on or before the Periodic Value Cut-Off Date, we will continue to calculate the Protected Withdrawal Value. Until you have made a Lifetime Withdrawal, the Protected Withdrawal Value after the Periodic Value Cut-Off Date, is equal to the greater of:

- (1) the Unadjusted Account Value; and
- (2) the Periodic Value on the Periodic Value Cut-Off Date, increased for subsequent Adjusted Purchase Payments and reduced for any Non-Lifetime Withdrawal.

Once the first Lifetime Withdrawal is made after the Effective Date, the Protected Withdrawal Value at any time is equal to the greater of:

- (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals; and
- (2) the highest daily Unadjusted Account Value upon any Step-Up, increased for subsequent Adjusted Purchase Payments and reduced for subsequent Lifetime Withdrawals. Please refer to the "Step-Ups" and "Impact of Lifetime Withdrawals" sections below for details.

Periodic Value: The Periodic Value initially is equal to the Unadjusted Account Value on the Effective Date. On each Valuation Day thereafter, until the earlier of the first Lifetime Withdrawal or the Periodic Value Cut-Off Date, we recalculate the Periodic Value. Specifically, on each such Valuation Day (the “Current Valuation Day”), the Periodic Value is equal to the greatest of:

- (1) the Periodic Value for the immediately preceding Valuation Day (the “Prior Valuation Day”), appreciated at the daily equivalent of the Roll-Up Rate shown in the Highest Daily Lifetime ~~6-Plus~~Income Benefit Schedule Supplement during the calendar day(s) between the Prior Valuation Day and the Current Valuation Day (i.e., one day for successive Valuation Days, but more than one calendar day for Valuation Days that are separated by weekends and/or holidays), plus the amount of any Adjusted Purchase Payment and reduced for any Non-Lifetime Withdrawal made on the Current Valuation Day; and
- (2) the Unadjusted Account Value; and
- (3) if the Current Valuation Day is on a Target Anniversary Date shown in the Highest Daily Lifetime ~~6-Plus~~Income Benefit Schedule Supplement (or the next Valuation Day, if that Target Anniversary Date is not a Valuation Day), and if no Lifetime Withdrawals have been taken up to and including the Target Anniversary Date, the sum of:
 - (a) the Guaranteed Base Value (adjusted for any Non-Lifetime Withdrawal) multiplied by the applicable Guaranteed Base Value Multiplier shown in the Highest Daily Lifetime ~~6-Plus~~Income Benefit Schedule Supplement and
 - (b) all Adjusted Purchase Payments (adjusted for any Non-Lifetime Withdrawal) made more than one year following the Effective Date up to the Current Valuation Day.

Impact of Lifetime Withdrawals: Any Lifetime Withdrawals reduce the remaining Annual Income Amount available during an Annuity Year by the amount of each Withdrawal. Lifetime Withdrawals in an Annuity Year that, in total, do not exceed the Annual Income Amount for that Annuity Year do not reduce the Annual Income Amount in subsequent Annuity Years. The Protected Withdrawal Value is reduced by the amount of each Lifetime Withdrawal that does not exceed the Annual Income Amount for that Annuity Year.

All or any portion of a Lifetime Withdrawal that exceeds the Annual Income Amount for that Annuity Year is considered excess income (“Excess Income”). In addition, if a Lifetime Withdrawal includes the Withdrawal of an amount from an MVA Option or DCA MVA Option, resulting in an MVA which causes such Lifetime Withdrawal to exceed the Annual Income Amount for that Annuity Year, such excess amount will be considered Excess Income. Each Withdrawal of Excess Income that occurs once you have withdrawn that Annuity Year’s Annual Income Amount reduces the Annual Income Amount proportionately. Each proportional reduction is calculated by multiplying the Annual Income Amount by the ratio of the Excess Income to the Account Value immediately subsequent to the Withdrawal of any Annual Income Amount and prior to the Withdrawal of the Excess Income (even if both Withdrawals occurred in the same day or as one Withdrawal request). Each Withdrawal of Excess Income also reduces the Protected Withdrawal Value by the same proportion.

No Contingent Deferred Sales Charge is applicable to any Lifetime Withdrawal that is less than or equal to the Annual Income Amount, even if the total amount of such Withdrawals in any Annuity Year exceeds any maximum free withdrawal amount described in the Annuity. Such Lifetime Withdrawals are not treated as Withdrawals of Purchase Payments. Each Withdrawal of Excess Income is subject to any applicable Contingent Deferred Sales Charge.

Withdrawal Flexibility: Lifetime Withdrawals are not required. However, the Annual Income Amount is not increased in subsequent Annuity Years if you decide not to take a Lifetime Withdrawal in an Annuity Year or take Lifetime Withdrawals in an Annuity Year that in total are less than the Annual Income Amount.

Impact of a Non-Lifetime Withdrawal: A Non-Lifetime Withdrawal will proportionately reduce the guarantees provided under this Rider based on the percent that Withdrawal amount represents of the Account Value prior to the Withdrawal. These guarantees are the Protected Withdrawal Value and all future applicable Periodic Value guarantees at the Target Anniversary Date(s) shown in the Highest Daily Lifetime ~~6-Plus~~Income Benefit Schedule Supplement.

Additional Purchase Payment(s) after your First Withdrawal: Before your Unadjusted Account Value is reduced to zero, you may make additional Purchase Payments, subject to the Purchase Payments Limitation provision below. We reserve the right not to accept additional Purchase Payments if the Unadjusted Account Value becomes zero. The Annual Income Amount is increased by an amount obtained by applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime ~~6-Plus~~Income Benefit Schedule Supplement to the Adjusted Purchase Payment. The applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, on the date of the first Lifetime Withdrawal after the Effective Date. The Protected Withdrawal Value is increased by the amount of each Adjusted Purchase Payment.

Purchase Payment(s) Limitation: We may limit any additional Purchase Payment(s) if we determine that, as a result of the timing and amounts of your additional Purchase Payments and Withdrawals, the Annual Income Amount is being increased in an unintended fashion. Among the factors we will use in making a determination as to whether an action is designed to increase the Annual Income Amount in an unintended fashion is the relative size of additional Purchase Payment(s). We reserve the right to not accept additional Purchase Payments if we are not then offering this benefit for new elections. We will exercise such reservation of right for all annuity purchasers in the same class, in a nondiscriminatory manner.

Required Minimum Distributions: If: (1) any Required Minimum Distributions are made in any Annuity Year from the Annuity to meet the Required Minimum Distribution provisions of the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder, and (2) the Required Minimum Distribution amount not taken in the current calendar year is greater than the Annual Income Amount, then, such distributions of the difference of the Annual Income Amount and the Required Minimum Distribution amount not taken in the current calendar year will not be treated as Excess Income for purposes of this Rider. In any Annuity Year your Required Minimum Distribution amount is not greater than the Annual Income Amount, any distributions in excess of the Annual Income Amount will be treated as Excess Income. For purposes of this provision, Required Minimum Distributions are determined based on the value of this Annuity, and do not include the value of any other annuities, savings or investments subject to the Required Minimum Distribution rules. Unless designated as a Non-Lifetime Withdrawal, Required Minimum Distributions are considered a Lifetime Withdrawal from the Annuity. In any year in which the requirement to take Required Minimum Distributions is suspended by law, we reserve the right, in our sole discretion and regardless of any position taken on this issue in a prior year, to treat any amount that would have been considered as a Required Minimum Distribution if not for the suspension as eligible for treatment under this provision.

Step-Ups: We automatically step up your Annual Income Amount as follows:

Beginning on the first anniversary of the Issue Date of the Annuity after the first Lifetime Withdrawal, and on every anniversary thereafter, we will step up your Annual Income Amount if the conditions set forth in this paragraph are met. Specifically, we step up your Annual Income Amount if the value resulting from applying the applicable Annual Income Percentage shown in the Highest Daily Lifetime ~~6-Plus~~Income Benefit Schedule Supplement to the highest daily Unadjusted Account Value (as measured on each Valuation Day since the first Lifetime Withdrawal or last anniversary of the Issue Date of the Annuity, whichever is later), adjusted for any Withdrawals and any additional Adjusted Purchase Payments, results in an amount greater than your current Annual Income Amount. For step-up purposes, the applicable Annual Income Percentage is based on the attained age of the Single Designated Life, or the younger of the Spousal Designated Lives, at the time the step-up occurs.

We reserve the right at the time of a step-up opportunity, as described above, to increase the charge for this Rider to the then-current charge we apply for new elections of this Rider. We will notify you of the increase in charge prior to our implementing any such increase, and you must notify us in Good Order if you wish to opt out of this automatic step-up feature based on our procedures at the time of notification. You are only permitted to opt out of the automatic step-up feature if the charge increases. Once you opt out of the automatic step-up feature, you will not participate in any future step-up opportunities unless you re-elect the automatic step-up feature. To re-elect the feature, you must notify us in Good Order. Upon re-election of this feature, you will be subject to the then-current charge we apply to new elections of this Rider.

Guarantee Payments: Once your Unadjusted Account Value is reduced to zero, we subsequently make Guarantee Payments, as long as any Excess Income has not reduced the Annual Income Amount to zero, until the death of the Single Designated Life or the second of the Spousal Designated Lives to die (or upon the simultaneous deaths of both Spousal Designated Lives), as applicable, as long as the Spousal Designated Lives were Spouses at the time of the First Death. In the Annuity Year in which your Unadjusted Account Value is reduced to zero, the only Guarantee Payment due, if any, equals the Annual Income Amount not yet withdrawn in that Annuity Year. In subsequent Annuity Years, the Guarantee Payment equals the Annual Income Amount in effect as of the date the Unadjusted Account Value is reduced to zero.

Unless you request an alternate mode of payment we make available, we make such Guarantee Payments once each Annuity Year.

We will commute any Guarantee Payments due and pay you a lump sum if the total Guarantee Payment due each Annuity Year is less than the Minimum Guarantee Payment amount shown in the Highest Daily Lifetime ~~6-PlusIncome~~ Benefit Schedule Supplement. We commute the Guarantee Payments in a manner equivalent to commuting payments for a fixed, joint life and last survivor annuity if both Spousal Designated Lives are living, or a fixed, single life annuity if only one of the Spousal Designated Lives is living or if this Rider was issued with a Single Designated Life. We use the same basis that is used to calculate the guaranteed annuity rates in the Annuity.

Annuity Payments: If annuity payments are to begin under the terms of the Annuity, you can elect to either:

- (1) apply your Unadjusted Account Value, less any applicable Tax Charges, to any annuity payment option available in the "Annuity Payout Options" section of the Annuity; or
- (2) request that, as of the date annuity payments are to begin, we make annuity payments each year equal to the Annual Income Amount. We will continue to make such payments until the death of the Single Designated Life or, as applicable, the death of the second Spousal Designated Life as long as the Spousal Designated Lives were Spouses at the time of the First Death. If this option is elected, the Annual Income Amount will not increase after annuity payments have begun.

We must receive your request at our Service Office in Good Order. If annuity payments are to begin under the terms of the Annuity and you have not made an election, we will make annual annuity payments as a joint and last survivor fixed annuity or as a single life fixed annuity, as applicable, each with ten payments certain (or a lesser number of payments certain if the life expectancy of the Annuitant at the time payments are to begin is less than 10 years, based on applicable Internal Revenue Service tables) using the same basis that is used to calculate the greater of the annuity rates then currently available or the annuity rates guaranteed in the Annuity.

The amount that will be applied to provide such annuity payments under the default annuity payment option will be the greater of:

- (1) the present value of future Annual Income Amount payments. Such present value will be calculated using the same basis that is used to calculate the greater of the current and the guaranteed annuity rates in the Annuity; and
- (2) the Unadjusted Account Value.

Once we receive your election to commence annuity payments, or we make the first payment under a default annuity payment option provision, we will only make annuity payments guaranteed under the specific annuity payment option, and the annuity payment option cannot be changed.

We may limit the length of any annuity payout option, including but not limited to any default option and any period certain, to conform to applicable tax law and to satisfy the Required Minimum Distribution rules.

If no Lifetime Withdrawal was ever taken, we will determine a Protected Withdrawal Value and calculate an Annual Income Amount as if you made your first Lifetime Withdrawal on the date we transfer all Unadjusted Account Value in order to begin annuity payments.

Death of a Designated Life under this Rider: Please also refer to the "Termination of Benefits" section below.

Death of the Single Designated Life: If this Rider was issued with a Single Designated Life and such person dies, this Rider terminates and the Death Benefit provisions of your Annuity and any Death Benefit Rider made a part of your Annuity will apply.

Death of the First of the Spousal Designated Lives and Spousal Continuation: For purposes of this Rider the "Spousal Continuation" provision of the Annuity, as modified by any Death Benefit Rider made a part of the Annuity, is supplemented as follows:

- Upon the First Death, if a Death Benefit, would be payable under the Annuity or any Death Benefit Rider made a part of the Annuity, and the surviving Designated Life chooses to continue the Annuity, this Rider will remain in force unless we are instructed otherwise.
- Upon the First Death, if a Death Benefit would be payable under the Annuity or any Death Benefit Rider made a part of the Annuity, and a Spouse who chooses to continue the Annuity is not a Designated Life, this Rider terminates. Refer to the "Termination of Benefits" provision below.
- Upon the First Death, if a Death Benefit would be payable under the Annuity or any Death Benefit Rider made a part of the Annuity, and the Annuity is not continued according to the Spousal Continuation section of the Annuity, the Death Benefit will be payable, and this Rider terminates as of the date we receive Due Proof of Death.
- Upon the First Death, if a Death Benefit is not payable under the Annuity or any Death Benefit Rider made a part of the Annuity (e.g., if the first of the Spousal Designated Lives to die is the Beneficiary but not an Owner), this Rider will continue.

Death of the Second of the Spousal Designated Lives: If this Rider was issued with Spousal Designated Lives and the second Spousal Designated Life dies, the Death Benefit provided in the Annuity or any Death Benefit Rider made a part of the Annuity will be payable, and this Rider terminates as of the date we receive Due Proof of Death.

Misstatement of Age or Sex: For purposes of this Rider, the following sentence is added to the "Misstatement of Age or Sex" section of the Annuity:

If there has been a misstatement of the age and/or sex of a Single Designated Life or Spousal Designated Life upon whose life the guarantees under this Rider are based, we make adjustments to any charges, availability and any benefits payable under this Rider to conform to the facts.

Minimum Surrender Value: Any provision in the Annuity requiring there be a minimum Surrender Value or Account Value as of the date of any Lifetime Withdrawal is waived while this Rider is in effect.

Investment Limitations: While this Rider is in effect, your entire Account Value must be allocated to only those Investment Options we permit, except as required under the conditions set out in the "Transfers to and from the Transfer Account" section below. In addition, you may be required to maintain all or a portion of your Account Value in accordance with an asset allocation model.

At any time until this Rider is terminated, these investment limitations may be implemented, suspended or changed. This includes changing prohibited Investment Options, changing the extent to which Account Value may be allocated to an Investment Option, and changing required Investment Options. Any transfers resulting from our implementing or changing any investment limitation will not be counted in determining the number of free transfers made during an Annuity Year. If, subsequent to your election of this benefit, we change our requirements as to how Account Value must be allocated under the benefit, that new requirement will apply to new elections of the benefit, and we will not compel you to re-allocate your Account Value in accordance with our newly-adopted requirements. However, all transfers and Purchase Payments made after such a change in requirements may be subject to the new investment limitations.

Transfer Account: We monitor the investment performance of your Unadjusted Account Value each Valuation Day to determine if we need to transfer any portion of your Unadjusted Account Value to or from the Transfer Account to maintain the guarantees provided by this benefit. We transfer Unadjusted Account Value to or from the Transfer Account, and we only maintain Unadjusted Account Value in the Transfer Account to the extent dictated by the Transfer Calculation Formula. You are **not** permitted to allocate amounts to the Transfer Account.

To the extent permitted by law, we reserve the right at any time to use a Transfer Account that differs from the one that was available when your Rider became effective. We may establish different Transfer Accounts for different classes of annuity purchasers and for different annuities.

Transfers to and from the Transfer Account: On each Valuation Day, including the Effective Date, a Transfer Calculation Formula is used to determine whether any portion of your Unadjusted Account Value is to be transferred to or from the Transfer Account. At any given time, some, most or none of your Unadjusted Account Value may be allocated to the Transfer Account, as dictated by the Transfer Calculation Formula. You are **not** permitted to transfer amounts to or from the Transfer Account. Unless you are participating in any asset allocation program for which we are providing administrative support, the formula allocates any amount transferred from the Transfer Account to the elected Sub-accounts pro-rata based on the Unadjusted Account Values in such Sub-accounts at that time. If, prior to the transfer from the Transfer Account, the Unadjusted Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program. Transfers to the Transfer Account will be taken pro-rata first from the elected Sub-accounts and, in the event that the Unadjusted Account Value in the elected Sub-accounts is not enough to satisfy the transfer amount, the remaining transfer amount will be taken from the elected MVA Options and DCA MVA Options. Transfers to and from the Transfer Account do not count against the number of free transfers you may make during an Annuity Year.

Withdrawals: Any Withdrawals from the Annuity while this Rider is in effect will be taken pro-rata from the elected Sub-accounts, elected MVA Options and DCA MVA Options, and the Transfer Account.

Charge for the Rider: The charge for this Rider depends on whether you have named a Single Designated Life or Spousal Designated Lives. The charge is deducted on each Quarterly Anniversary, and is based on the greater of the Unadjusted Account Value and the Protected Withdrawal Value calculated on the last Valuation Day prior to the Quarterly Anniversary, at the quarterly equivalent of the applicable annualized rate. On the Effective Date, the applicable rate(s) is as shown in the Highest Daily Lifetime ~~6-PlusIncome~~ Benefit Schedule Supplement.

The charge is deducted pro-rata from each elected Sub-account and the Transfer Account, to the extent to which the Unadjusted Account Value in the Annuity is allocated to any of them, until Withdrawals reduce the Unadjusted Account Value to zero, or this Rider terminates. Except as described below, if deduction of the charge would result in the Unadjusted Account Value falling below the Account Value "Floor" shown in the Highest Daily Lifetime ~~6-PlusIncome~~ Benefit Schedule Supplement, we will deduct only that portion of the charge that would not cause the Unadjusted Account Value to fall below the Account Value "Floor." If the entire Unadjusted Account Value is less than the Account Value "Floor" when we would deduct a charge for this Rider, then no charge will be deducted for that quarter. If a charge for this Rider would be deducted on the same day we process a Withdrawal request, the charge for this Rider will be deducted first, subject to the provisions of this paragraph, then the Withdrawal will be processed. The Withdrawal could cause the Unadjusted Account Value to fall below the Account Value "Floor." While deduction of the charge (other than the final charge) may not reduce the Unadjusted Account Value to zero, Withdrawals may reduce the Unadjusted Account Value to zero.

The charge for the Rider will not be treated as a Withdrawal for purposes of this Rider. The charge does not reduce the Protected Withdrawal Value or any previously established daily Unadjusted Account Value described in the "Step-Ups" section. Upon any step-up, we may increase the charge if the charge for the Rider at the time of the step-up has increased. Any new charge resulting from the step-up is based on charges applicable to annuity purchasers of the same class of Annuity. See the "Step-Ups" section for more details.

We cease to deduct a charge for the Rider after it terminates in accordance with the "Termination of Benefits" section below. In the event this Rider terminates for any reason other than death or annuitization, we will deduct a final charge upon termination, based on the number of days since the most recent charge for the Rider was deducted. This final charge will be deducted even if it results in the Unadjusted Account Value falling below the Account Value "Floor."

Facility of Payment: We reserve the right, in settlement of full liability, to make Guarantee Payments to a guardian, relative, or other person deemed eligible by us if a Designated Life payee is deemed to be legally incompetent, as permitted by law.

Proof of Survival: Any Guarantee Payment is subject to evidence we receive in Good Order that the Single Designated Life or at least one Spousal Designated Life is then alive. We may withhold such Guarantee Payments until we receive such evidence or evidence satisfactory to us of the life of the Single Designated Life or at least one of the Spousal Designated Lives. We credit interest on such withheld Guarantee Payments at the rate required by law. Should we subsequently determine withheld Guarantee Payments are payable, we will pay the withheld Guarantee Payments and any applicable interest credited in a lump sum.


Recovery of Excess Guarantee Payments: We may recover from you or your estate any Guarantee Payments made after the death of the Single Designated Life or both Spousal Designated Lives.

Termination of Benefits: You may terminate this Rider at any time upon notification to us in Good Order. Upon the termination of this Rider, we transfer any remaining Unadjusted Account Value from the Transfer Account. Unless you are participating in an asset allocation program for which we are providing administrative support, we allocate the transferred amount to the elected Sub-accounts pro-rata based on the Unadjusted Account Values in such Sub-accounts at that time. If, prior to the transfer from the Transfer Account, the Unadjusted Account Value in the elected Sub-accounts is zero, the transfer will be allocated according to your most recent allocation instructions. If you are then participating in any such asset allocation program, we allocate the transferred amount in accordance with the then-current percentages for that asset allocation program.

Benefits pursuant to this Rider terminate upon the first to occur of the following events:

- (1) we process a termination of this Rider, and/or your request for full surrender of the Annuity. If the Annuity is otherwise still in effect, we will consider you to have elected to remain in any applicable asset allocation program then in effect, or in the Investment Options that we require for the Rider, other than the Transfer Account, unless you instruct us otherwise;
- (2) the date of receipt of Due Proof of Death of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned), if the surviving Spousal Designated Life does not elect to continue the Annuity, and there is any Unadjusted Account Value on the date of death;
- (3) the date of receipt of Due Proof of Death of the First Death who is an Owner (or who is the Annuitant, if the Annuity is entity-owned) if the surviving Spouse is not eligible to continue the benefit because such Spouse is not a Spousal Designated Life and there is any Unadjusted Account Value on the date of death;
- (4) the date of receipt of Due Proof of Death of the Single Designated Life or the second to die of the Spousal Designated Lives, if death occurs while there is any Unadjusted Account Value on the date of death;
- (5) the date of death of the Single Designated Life or the second to die of the Spousal Designated Lives when Unadjusted Account Value is reduced to zero as of the date of death;
- (6) if there is any Unadjusted Account Value on the Annuity Date, or if earlier, the date we transfer all Unadjusted Account Value in order to begin annuity payments;
- (7) each of the Unadjusted Account Value and the Annual Income Amount is zero; and
- (8) we process a request to change any designation of the Annuity that either results in a violation of the "Owner, Annuitant and Beneficiary Designations" section of this Rider or the Annuity, or if we do not then consent, on a non-discriminatory basis, to continue the Rider.

PRUCO LIFE INSURANCE COMPANY


[_____]
Secretary

PRUCO LIFE INSURANCE COMPANY
[2999 North 44th Street, Suite 250
Phoenix, Arizona 85014]

HIGHEST DAILY LIFETIME ~~6-PLUS~~INCOME BENEFIT SCHEDULE SUPPLEMENT

Annuity Number: [001-0001]

Effective Date of the Highest Daily Lifetime ~~6-Plus~~Income Benefit Rider: [Issue Date of the Annuity]

[[Single]][Spousal] Designated Life/Lives:

[John Doe]

Date of Birth: [February 21, 1945]

[[Mary Doe]

Date of Birth: [January 1, 1946]]

Roll-Up Rate: [6.0% per year]

Annual Income Percentage:

[Attained Age of Single Designated Life	Annual Income Percentage	Attained Age of Younger Spousal Designated Life	Annual Income Percentage
Less than 59 ½	4%	Less than 65	4%
59 ½ - 79	5%	65 - 84	5%
80 or more	6%	85 or more	6%]

Minimum Guarantee Payment: [\$100]

Target Anniversary Date(s): [The 10th Anniversary and the 20th Anniversary of the Effective Date]

Guaranteed Base Value Multiplier:

[Target Anniversary Date	Guaranteed Base Value Multiplier
10 th Anniversary of the Effective Date	200%
20 th Anniversary of the Effective Date	400%]

Periodic Value Cut-Off Date: [Not Applicable]

Transfer Account: [AST Investment Grade Bond Portfolio]. If this portfolio is discontinued, we will substitute a successor portfolio, if there is one. Otherwise, we will substitute a comparable portfolio. We will obtain any required regulatory approvals prior to substitution of the portfolio.

Charge for the Rider: [You have elected this Rider on a [Single Designated Life] [Spousal Designated Lives] basis. Therefore the charge for the Rider is an annualized rate of [0.85] [0.95]%.]

Account Value “Floor”: [The lesser of [\$500] or [5%] of the sum of the Unadjusted Account Value on the Effective Date and any subsequent Adjusted Purchase Payments.]

**HIGHEST DAILY LIFETIME ~~6-PLUS~~INCOME BENEFIT
SCHEDULE SUPPLEMENT (Continued)**

TRANSFER CALCULATION FORMULA

[The following are the Terms and Definitions referenced in the Transfer Calculation Formula:]

- o C_u the upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_{us} the secondary upper target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_t the target is established on the Effective Date and is not changed for the life of the guarantee.
- o C_l the lower target is established on the Effective Date and is not changed for the life of the guarantee.
- o L the target value as of the current Valuation Day.
- o r the target ratio.
- o a the factors used in calculating the target value. These factors are established on the Effective Date and are not changed for the life of the guarantee.
- o V_V the total value of all elected Sub-accounts in the Annuity.
- o V_F the Unadjusted Account Value of all elected MVA Options and DCA MVA Options in the Annuity
- o B the total value of all Transfer Account allocations.
- o P the Income Basis. Prior to the first Lifetime Withdrawal, the Income Basis is equal to the Protected Withdrawal Value calculated as if the first Lifetime Withdrawal were taken on the date of calculation. After the first Lifetime Withdrawal, the Income Basis equals the greatest of (1) the Protected Withdrawal Value on the date of the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionally for Excess Income*; and (2) the Protected Withdrawal Value on any Anniversary of the Issue Date subsequent to the first Lifetime Withdrawal, increased for subsequent additional Adjusted Purchase Payments and adjusted proportionately for Excess Income* and (3) any highest daily Unadjusted Account Value occurring on or after the later of the immediately preceding Anniversary of the Issue Date, or the date of the first Lifetime Withdrawal, and prior to or including the date of this calculation, increased for additional Adjusted Purchase Payments, and adjusted for Withdrawals, as described in the Rider.
- o T the amount of a transfer into or out of the Transfer Account
- o T_M the amount of a monthly transfer out of the Transfer Account

*Note: Lifetime Withdrawals of less than or equal to the Annual Income Amount do not reduce the Income Basis.

Daily Target Value Calculation:

On each Valuation Day, a target value (L) is calculated, according to the following formula. Target values are subject to change for new elections of the Rider on a going-forward basis.

$$L = 0.05 * P * a$$

Daily Transfer Calculation:

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines when a transfer is required:

$$\text{Target Ratio } r = (L - B) / (V_V + V_F)$$

- If on the third consecutive Valuation Day $r > C_u$ and $r \leq C_{us}$ or if on any day $r > C_{us}$ and transfers have not been suspended due to the 90% cap rule, assets in the elected Sub-accounts, MVA Options and DCA MVA Options, if applicable, are transferred to the Transfer Account in accordance with the "Transfer" section of the Rider.

HIGHEST DAILY LIFETIME ~~6-PLUS~~INCOME BENEFIT
SCHEDULE SUPPLEMENT (Continued)

- If $r < C_i$, and there are currently assets in the Transfer Account ($B > 0$), assets in the Transfer Account are transferred to the elected Sub-accounts in accordance with the "Transfer" section of the Rider.

90% Cap Rule: If, on any Valuation Day this Rider remains in effect, a transfer into the Transfer Account occurs which results in 90% of the Unadjusted Account Value being allocated to the Transfer Account, any transfers into the Transfer Account will be suspended, even if the formula would otherwise dictate that a transfer into the Transfer Account should occur. Transfers out of the Transfer Account and into the elected Sub-accounts will still be allowed. The suspension will be lifted once a transfer out of the Transfer Account occurs due either to a Daily or Monthly Transfer Calculation. Due to the performance of the Transfer Account and the elected Sub-accounts, the Unadjusted Account Value could be more than 90% invested in the Transfer Account.

The following formula, which is set on the Effective Date and is not changed for the life of the guarantee, determines the transfer amount:

$$T = \text{Min} (\text{MAX} (0, (0.90 * (V_V + V_F + B)) - B), [L - B - (V_V + V_F) * C_i] / (1 - C_i))$$
 Money is transferred from the elected Sub-accounts, MVA Options, and DCA MVA Options to the Transfer Account

$$T = \{\text{Min} (B, - [L - B - (V_V + V_F) * C_i] / (1 - C_i))\}$$
 Money is transferred from the Transfer Account to the elected Sub-accounts

Monthly Transfer Calculation:

On each monthly anniversary of the Issue Date and following the Daily Transfer Calculation, the following formula determines if a transfer from the Transfer Account to the elected Sub-Accounts will occur:

If, after the Daily Transfer Calculation is performed,

$\{\text{Min} (B, .05 * (V_V + V_F + B))\} < (C_u * (V_V + V_F) - L + B) / (1 - C_u)$, then

$$T_M = \{\text{Min} (B, .05 * (V_V + V_F + B))\}$$
 Money is transferred from the Transfer Account to the elected Sub-accounts.]



Prudential Annuities
One Corporate Drive
Shelton, CT 06484

A business of Prudential Financial, Inc.

VIA SERFF

September 9, 2010

Honorable Jay Bradford, Insurance Commissioner
Life and Health Division
Arkansas Insurance Department
200 West Third Street
Little Rock, AR 72201

Attn Claudia Meeks, Rates and Form Filings

Re: Pruco Life Insurance Company ("Pruco Life," "we," "us")
NAIC No.: 304- 79227 FEIN No.: 22-1944557

Forms submitted for Approval:

P-RID-HD(1/11): Highest Daily Lifetime Income Benefit Rider

P-SCH-HD(1/11): Highest Daily Lifetime Income Benefit Schedule Supplement

Dear Ms. Meeks:

Prudential respectfully submits for your review and approval revised Rider P-RID-HD(1/11) and Schedule Page P-SCH-HD(1/11) to be used for new business purposes. The submitted forms are substantially similar to forms P-RID-HD6(2/10) and P-SCH-HD6(2/10) approved by your Department on November 3, 2009, State Tracking Number File No. 43887, SERFF Tracking Number PRUD-126355908.

We have changed the form number in the lower left corner and revised the name of the Rider and Schedule Page as follows:

Current Name	New Name
Highest Daily Lifetime 6 Plus Benefit Rider	Highest Daily Lifetime Income Benefit Rider
Highest Daily Lifetime 6 Plus Benefit Schedule Supplement	Highest Daily Lifetime Income Benefit Schedule Supplement

We confirm that there is no other revision to the Rider and Schedule as each was originally filed and approved by your Department. We are including redlined copies the Rider and Schedule Page to illustrate the changes that were made. We continue to reserve the right to make any changes to bracketed text as described in the Statement of Variability as was originally filed and approved by your Department.

Please contact the undersigned if you have any questions or require any additional information.

Very truly yours,

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